

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re

CASE NO. 9:08-bk-04360-MGW

ULRICH FELIX ANTON ENGLER,  
PRIVATE COMMERCIAL OFFICE, INC.,  
and PCO CLIENT MANAGEMENT, INC.,

CHAPTER 7  
(Substantively Consolidated)

Debtors.

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**TRUSTEE'S EXPEDITED MOTION TO COMPEL EXECUTION OF RELEASES OF JUDGMENTS IN ORDER TO ENABLE SALE OF PROPERTY OF THE ESTATE**

ROBERT E. TARDIF, JR. (the "Trustee"), as Chapter 7 Trustee for the substantively consolidated bankruptcy estates of Ulrich Felix Anton Engler, Private Commercial Office, Inc., and PCO Client Management, Inc. (collectively, the "Debtors"), by and through undersigned counsel, hereby files his *Expedited* Motion To Compel Execution Of Releases Of Judgments In Order To Enable Sale Of Property Of The Estate, and states in support thereof as follows:

1. On February 24, 2010, the Trustee filed a Motion to Approve Compromise of Controversy with Douglas Investments, LLC ("Douglas") [D.E. 166] (the "Motion to Compromise").

2. As set forth at paragraph 13(e) of the Motion to Compromise and paragraph 5 of the Settlement Agreement attached thereto as Exhibit A, Douglas agreed to convey various properties it owned to the Trustee including the properties identified as 6 North Main Street, Victor, Idaho 83455 and Old Cheese Factory, Victor, Idaho 83455 (the "North Main Street Property" and the "Cheese Factory Property," respectively, or collectively, the "Properties").

3. On April 22, 2010, the Court entered an Order approving the Motion to Compromise and authorized the parties to take all actions necessary to consummate the

transactions contemplated by the Settlement Agreement [D.E. 230] (the “Order Approving Compromise”).

4. Thereafter, Douglas conveyed the Properties to the Trustee and the properties were listed for sale.

5. As set forth above, the Properties were titled to Douglas or the Trustee at all relevant times and were never titled to the Debtors (individually or collectively).

6. On September 9, 2011, the Trustee filed a Motion for Authority to Sell the North Main Street Property free and clear of liens [D.E. 723] (the “Motion to Sell NMS Property”) on negative notice and specified at paragraph 6 thereof that any liens on the property would be transferred, and would attach, to the sales proceeds according to their order of priority.

7. The Trustee has secured a title commitment from First American Title Company for the North Main Street Property that reveals the existence of three judgments in favor of Congro Finanz AG, Primus GmbH and Hima AG (collectively, the “Judgment Creditors”) and against the Debtors dated January 28, 2008 and March 17, 2008 (collectively, the “Judgments”) at paragraphs 16 through 18 of Schedule B, Section II (Exceptions). A true and correct copy of the Title Commitment is attached as *Exhibit 1*.

8. As set forth at Schedule B, Section I(i), of the Title Commitment, the Trustee is required to obtain releases of the Judgments from the Judgment Creditors in order to convey insurable fee simple title to the proposed purchaser of the North Main Street Property.

9. As a result, the Trustee contacted the Judgment Creditors’ counsel, John L. Urban, Esq. on September 23, 2011, requested the Judgment Creditors to release the Judgments, and stated that any liens on the North Main Street Property (or any other properties sold by the bankruptcy estate) would be transferred, and would attach, to the sales proceeds according to

their order of priority. Mr. Urban responded that he would contact the Judgment Creditors in order to obtain their authorization to execute the releases of the Judgments. True and correct copies of e-mail communications between the Trustee and Mr. Urban are attached as *Composite Exhibit 2*.

10. To date, the Trustee has not received a response from Mr. Urban.

11. The Trustee is concerned that the proposed sale of the North Main Street Property (or any other properties sold by the bankruptcy estate including the Cheese Factory Property), may fall through if there are delays in obtaining releases of the Judgments and/or if there is a perception that the Trustee is unable to convey insurable fee simple title to the properties to the proposed purchasers thereof.

12. The Trustee respectfully submits that the Judgment Creditors would not be prejudiced if they are required to execute the releases of the Judgments because any liens they have on the properties would be transferred, and would attach, to the proceeds of the sale thereof according to their order of priority.

**WHEREFORE**, the Trustee respectfully requests this Honorable Court to enter an Order compelling Congro Finanz AG, Primus GmbH and Hima AG to execute releases of the Judgments forthwith and for such further relief as the Court may deem appropriate.

Respectfully submitted,

GENOVESE JOBLOVE & BATTISTA, P.A.  
*Special Counsel to the Trustee*  
200 East Broward Boulevard, Suite 1110  
Fort Lauderdale, Florida 33301  
Telephone: (954) 453-8000  
Telecopier: (954) 453-8010

By: /s/ Robert F. Elgidely  
Robert F. Elgidely, Esq.  
Florida Bar No. 111856

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Trustee's *Expedited* Motion To Compel Execution Of Releases Of Judgments In Order To Enable Sale Of Property Of The Estate has been furnished to all creditors and/or interested parties registered on the Court's CM/ECF System (including JOHN L. URBAN, ESQ., Urban Their Federer & Jackson, P.A., 200 South Orange Avenue, Suite 2025, Orlando, Florida 32801) and was also posted on the website "englerbk.com" in accordance with the Order Granting Trustee's Motion To Establish Certain Notice, Case Management And Administrative Procedures [C.P. 451], on the 29<sup>th</sup> day of September, 2011.

By: /s/ Robert F. Elgidely  
Robert F. Elgidely, Esq.

# EXHIBIT 1



**First American Title Company**

81 North Main Street/P.O. Box 42, Driggs, ID 83422  
Phone (208)354-2771 - Fax (208)354-8825

Escrow Officer: Lesa Bott - lbott@firstamholding.com  
Title Officer: Chris Moss - cmoss@firstamholding.com

To: **Grand Targhee Realty**  
**74 North Main Street**  
**Driggs, ID 83422**

Order No.: **390028-T**

Attention: **Andrea**

Your Reference:

Re: Property Address: **20 North Main Street, (fka 6 North Main Street), Victor, ID 83455**

**COMMITMENT FOR TITLE INSURANCE**

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.

*First American Title Insurance Company*

BY *Curt B. Johnson* PRESIDENT

ATTEST *Misty H. Heng* SECRETARY



**Countersigned**

**First American Title Company**

*Kevin H. Hoffmann*

## ALTA Plain Language Commitment Form

### INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

*The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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AGREEMENT TO ISSUE POLICY

SCHEDULE A

1. Commitment Date
2. Policies to be Issued, Amounts and Proposed Insureds
3. Interest in the Land and Owner
4. Description of the Land

SCHEDULE B-I -- REQUIREMENTS

SCHEDULE B-II -- EXCEPTIONS

CONDITIONS





## **SCHEDULE B-SECTION I**

### **REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of items(s) .
- (f) We require a copy of the trust agreement and amendments to Robert E. Tardif, Jr., as Trustee for the Chapter 7 Bankruptcy Estates of Ulrich Felix Anton Engler and Private Commercial Office, Inc. trust agreement. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.
- (g) We require proof that Station Grill, LLC is a legal entity capable of holding title.
- (h) We require a certified copy of an Order Approving Sale containing a finding that proper notice was given and that a hearing was held or there was adequate opportunity for a hearing.
- (i) In order to remove exception number 16, 17 & 18 of Schedule B - Exceptions, we require an order avoiding the judgment or a release from the creditor.
- (j) We will require a Partial Release of Lis Pendens for # 19
- (k) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

**SCHEDULE B -SECTION II  
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

**PART I:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. 2011 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year. Taxes which may be assessed and entered on the property roll for 2011 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2009	\$1,203.84	\$-0-	RPB0086007005BA
2010	\$1,492.08	\$-0-	RPB0086007005BA

Homeowners Exemption is not in effect for 2011.  
Circuit breaker is not in effect for 2011.

8. Right-of-Way Telephone Easement, Recorded October 19, 1990, Recorder's No. 106761, Records of Teton County, Idaho.  
ASSIGNMENT recorded June 9, 1997, as Instrument No. 127381, records of Teton County, Idaho.
9. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 19, 1993, as Instrument Number 114455, ALSO recorded August 4, 2006 as Instrument No. 179236, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Easement to the City of Victor, recorded May 24, 1999, as Instrument No. 133974, records of Teton County, Idaho.
11. Agreement for electrical service between Ronni Saulls, and Fall River Rural Electric Cooperative, Inc., Recorded May 24, 2001, Recorder's No. 142749, records of Teton County, Idaho.
12. Electric line right-of-way easement granted by Ronni Saulls to Fall River Rural Electric Cooperative, Inc., Recorded December 4, 2001, Recorder's No. 145395, records of Teton County, Idaho.
13. Agreement for electrical service between Ronni Saulls, and Fall River Rural Electric Cooperative, Inc., Recorded December 4, 2001, Recorder's No. 145428, records of Teton County, Idaho.
14. Special Assessment as evidence by Ordinance No. 03-0403 by City of Victor, recorded April 28, 2003, as Instrument No. 154424.  
Confirmation of Assessments recorded September 18, 2007, as Instrument No. 191668.
15. Access Agreement between Ronni A. Neumann and Mark A. Neumann, husband and wife and David A. Krinsky and Cathy J. Krinsky, husband and wife, and Larry C. Anderson and Janet G. Anderson, husband and wife, recorded July 19, 2004 as Instrument No. 162287.
16. Judgment for amounts due thereunder.  
Debtor: Private Commercial Office, Inc. Ulrich Engler, and PCO Client Management, Inc.  
Creditor: Congo Finanz, AG, and Primus, GmbH  
Amount: \$3,957,427.30  
Recorded: January 28, 2008 as Instrument No. 194980  
Case No: CV-08-019, in the Seventh Distrct Court.
17. Judgment for amounts due thereunder.  
Debtor: Private Commercial Office, Inc. Ulrich Engler, and PCO Client Management, Inc.  
Creditor: HIMA AG  
Amount: \$8,249,230.72  
Recorded: March 17, 2008 as Instrument No. 196122  
Case No: CV-08-084, in the Seventh Distrct Court.
18. Judgment for amounts due thereunder.  
Debtor: Private Commercial Office, Inc. Ulrich Engler, and PCO Client Management, Inc.  
Creditor: Pimus GmbH  
Amount: \$30,784,406.67  
Recorded: March 17, 2008 as Instrument No. 196123  
Case No: CV 08-083, in the Seventh Distrct Court.
19. Action in the Idaho District Court for Teton, Congo Finanz, AG, and Primus, GmbH, and Robert E. Tardif, bankruptcy Trustee Plaintiff vs. Douglas Investments, LLC and David Douglas Defendant, to title and interest, Case No. CV-08-031. Notice of Pendency of Action recorded June 11, 2011, as Instrument No. 205139.

NOTE: The foregoing numbered exceptions (1-6) may be eliminated in an ALTA Extended or EAGLE Coverage Policy.

**INFORMATIONAL NOTES**

- A. Pursuant to the State of Idaho Insurance Regulations: A cancellation fee will be charged on all cancelled orders, unless notified to the contrary, all orders shall be cancelled and a billing sent within 6 months of the effective date on the commitment.

## CONDITIONS

### 1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



First American

## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

# COMPOSITE EXHIBIT 2

**Elgidely, Robert**

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**From:** rtardif@comcast.net  
**Sent:** Friday, September 23, 2011 8:36 AM  
**To:** urban@urbanthier.com  
**Cc:** Elgidely, Robert  
**Subject:** Releases of Judgments 08-04360 \*  
**Attachments:** 2011 09 23 Engler Release CONGRO.doc; 2011 09 23 Engler Release HIMA.doc; 2011 09 23 Engler Release PIMUS.doc

John - I am trying to finalize the sale of properties recovered in Teton County, Idaho. The title company is requesting the release of three judgments that were recorded in the public records. I don't believe the judgments ever actually attached because the properties were owned by Douglas Investments, LLC. The properties were never titled to any of the Debtors. However, they obviously want to be sure.

Attached are three Releases of Judgment for your review and execution. There are several different parcels of property. What I intend to do is have the legal descriptions of all properties typed on an exhibit to attach to the releases.

Please advise immediately (by end of business on Monday) if you are not going to sign the releases as I do not want these pending sales to fall through. Thanks for your anticipated assistance. Bob Tardif



This Instrument Prepared by  
Robert E. Tardif Jr.  
P.O. Box 249  
Ft. Myers, FL 33902

**RELEASE OF JUDGMENT**

KNOW ALL BY THESE PRESENTS that CONGRO FINANZ, AG and PRIMUS GmbH, the owner of that certain Final Judgment against PRIVATE COMMERCIAL OFFICE, INC., ULRICH ENGLER and PCO CLIENT MANAGEMENT, INC., in Case No. CV-08-019 in the amount of \$3,957,427.30 recorded on January 28, 2008, as Instrument No. 194980, of the public records of Teton County, Idaho, does hereby release the Final Judgment from the following property situated in the Teton County, Idaho, to wit:

**All Property Listed On Exhibit A**

This Release does not constitute a satisfaction of the above-referenced Final Judgment or the underlying debt and does not constitute a release of the Final Judgment from or against any other property that may be subject to the lien of such Final Judgment.

IN WITNESS WHEREOF the undersigned have hereunto set their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
John L. Urban, Esquire  
Attorney for CONGRO FINANZ, AG and  
PRIMUS GmbH

\_\_\_\_\_  
Witness 2

Acknowledgement

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by John Urban, who is personally known to me and who did take an oath.

\_\_\_\_\_  
Notary Public

This Instrument Prepared by  
Robert E. Tardif Jr.  
P.O. Box 249  
Ft. Myers, FL 33902

**RELEASE OF JUDGMENT**

KNOW ALL BY THESE PRESENTS that HIMA AG, the owner of that certain Final Judgment against PRIVATE COMMERCIAL OFFICE, INC., ULRICH ENGLER and PCO CLIENT MANAGEMENT, INC., in Case No. CV-08-084 in the amount of \$8,249,230.72 recorded on March 17, 2008, as Instrument No. 196122, of the public records of Teton County, Idaho, does hereby release the Final Judgment from the following property situated in the Teton County, Idaho, to wit:

**All Property Listed On Exhibit A**

This Release does not constitute a satisfaction of the above-referenced Final Judgment or the underlying debt and does not constitute a release of the Final Judgment from or against any other property that may be subject to the lien of such Final Judgment.

IN WITNESS WHEREOF the undersigned have hereunto set their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
John L. Urban, Esquire  
Attorney for HIMA AG

\_\_\_\_\_  
Witness 2

Acknowledgement

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by John Urban, who is personally known to me and who did take an oath.

\_\_\_\_\_  
Notary Public

This Instrument Prepared by  
Robert E. Tardif Jr.  
P.O. Box 249  
Ft. Myers, FL 33902

**RELEASE OF JUDGMENT**

KNOW ALL BY THESE PRESENTS that PIMUS GmbH, the owner of that certain Final Judgment against PRIVATE COMMERCIAL OFFICE, INC., ULRICH ENGLER and PCO CLIENT MANAGEMENT, INC., in Case No. CV-08-083 in the amount of \$30,784,406.67 recorded on March 17, 2008, as Instrument No. 196123, of the public records of Teton County, Idaho, does hereby release the Final Judgment from the following property situated in the Teton County, Idaho, to wit:

**All Property Listed On Exhibit A**

This Release does not constitute a satisfaction of the above-referenced Final Judgment or the underlying debt and does not constitute a release of the Final Judgment from or against any other property that may be subject to the lien of such Final Judgment.

IN WITNESS WHEREOF the undersigned have hereunto set their hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness 1

By: \_\_\_\_\_  
John L. Urban, Esquire  
Attorney for PIMUS GmbH

\_\_\_\_\_  
Witness 2

Acknowledgement

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by John Urban, who is personally known to me and who did take an oath.

\_\_\_\_\_  
Notary Public

**Elgidely, Robert**

---

**From:** rtardif@comcast.net  
**Sent:** Friday, September 23, 2011 3:32 PM  
**To:** John Urban  
**Cc:** Elgidely, Robert; Brigitte Kenney; Grace Heidkamp  
**Subject:** Re: Releases of Judgments 08-04360 \*

I'm not asking you to sign anything without authorization.

My standard order approving a sale indicates that the interest of a claimant will attach, to whatever extent it may have, to the proceeds of the sale. I can list your clients in this space and whatever right they have, if any, will be preserved. The motion/order also provides that they file what they believe is necessary to assert their right within 30 days. If this is acceptable I would still need the release for the title company purposes.

At this point there are two properties moving along. One is 6 Main in Victor for gross \$131,000+/- and one vacant lot referred to a Cheese Factory lot for gross \$70,000.

Brigitte/Grace - When time is up to submit orders on these please send me the proposed order and I will add the necessary names.

Bob Tardif

---

**From:** "John Urban" <Urban@urbanthier.com>  
**To:** rtardif@comcast.net  
**Cc:** relgidely@gjb-law.com  
**Sent:** Friday, September 23, 2011 3:04:27 PM  
**Subject:** RE: Releases of Judgments 08-04360 \*

Bob:

You should take whatever action you deem in the estate's best interest. I certainly will not be signing any releases because I have no authority.

Maybe, assuming my client agrees, the total sales proceeds could be held in an account and not released until there is a final adjudication as to who has what lien, etc. However, that would not solve your issue as to releasing the lien. If you have a proposed pleading that the sales proceeds will be held and that any release does not have an impact on those rights, I will certainly review with my client. The release would need to be signed with full knowledge of what is being released.

John

John L. Urban, Esq.  
Urban Thier Federer & Chinnery, P.A.  
200 S. Orange Ave., Suite 2025

Orlando, FL 32801  
407-245-8352 - Office  
407-245-8361 - Fax  
[urban@urbanthier.com](mailto:urban@urbanthier.com)  
[www.urbanthier.com](http://www.urbanthier.com)

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**From:** [rtardif@comcast.net](mailto:rtardif@comcast.net) [<mailto:rtardif@comcast.net>]  
**Sent:** Friday, September 23, 2011 2:18 PM  
**To:** John Urban  
**Cc:** [relgidely@gjb-law.com](mailto:relgidely@gjb-law.com)  
**Subject:** Re: Releases of Judgments 08-04360 \*

John - Thanks for the response. Contrary to an perception given in my initial email I'm going to go ahead and have Bob Elgidely file something on an emergency basis with Judge Williamson to compel the execution of the releases. I just don't have a lot of time to get the issue resolved so delay in filing and having a hearing, if necessary, may mean closings are affected.

Obviously, if you ultimately get the authority from your clients the motion/hearing will be moot and withdrawn. Bob Tardif

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**From:** "John Urban" <[Urban@urbanthier.com](mailto:Urban@urbanthier.com)>  
**To:** [rtardif@comcast.net](mailto:rtardif@comcast.net)  
**Cc:** [relgidely@gjb-law.com](mailto:relgidely@gjb-law.com)  
**Sent:** Friday, September 23, 2011 12:41:58 PM  
**Subject:** RE: Releases of Judgments 08-04360 \*

Bob:

Let me check with the client. I certainly have no authority to sign the releases. I will let you know as soon as I have a response.

John

John L. Urban, Esq.  
Urban Thier Federer & Chinnery, P.A.  
200 S. Orange Ave., Suite 2025  
Orlando, FL 32801  
407-245-8352 - Office  
407-245-8361 - Fax  
[urban@urbanthier.com](mailto:urban@urbanthier.com)  
[www.urbanthier.com](http://www.urbanthier.com)

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**From:** [rtardif@comcast.net](mailto:rtardif@comcast.net) [<mailto:rtardif@comcast.net>]  
**Sent:** Friday, September 23, 2011 8:36 AM  
**To:** John Urban  
**Cc:** [relgidely@gjb-law.com](mailto:relgidely@gjb-law.com)  
**Subject:** Releases of Judgments 08-04360 \*

John - I am trying to finalize the sale of properties recovered in Teton County, Idaho. The title company is requesting the release of three judgments that were recorded in the public records. I don't believe the judgments ever actually attached because the properties were owned by

Douglas Investments, LLC. The properties were never titled to any of the Debtors. However, they obviously want to be sure.

Attached are three Releases of Judgment for your review and execution. There are several different parcels of property. What I intend to do is have the legal descriptions of all properties typed on an exhibit to attach to the releases.

Please advise immediately (by end of business on Monday) if you are not going to sign the releases as I do not want these pending sales to fall through. Thanks for your anticipated assistance. Bob Tardif